

DIGEST OF ENGLISH LAW REPORTS.

ADEMPITION.—See DEVISE, 1.

ADVANCE.—See DEVISE, 6 ; SETTLEMENT, 2.

AMALGAMATION.

One part of an indenture in two parts, expressing the term of amalgamation of two companies, was executed by one company, but the second company, before executing their part, added a proviso, altering its terms. *Held*, that said indenture was void, and that there was no amalgamation.—*Wynne's Case*. L. R. 8 Ch. 1002.

AMBIGUITY.—See LEGACY, 4.

ANCIENT LIGHT.—See PARTY-WALL.

ANNUITY.—See ELECTION ; LEGACY, 2.

APPOINTMENT.

1. A testator, who had power to appoint the income of a fund to his wife for her life, after directing that his debts should be paid, gave the residue of his property, real and personal, to which he might be entitled, or over which he might have any power of disposition or control, to his wife, her heirs, assigns, and legal representatives. *Held*, that the power was well exercised.—*In re Teape's Trusts*, L. J. 16 Eq. 442.

2. A testator, who had a power of appointment over £6000 charged upon real estate, by his will directed said sum to be invested in the purchase of land, and that the rents of such land should be accumulated in a manner which was void under the Thellusson Act. *Held*, that said rents went to the next of kin, and did not sink into the estate upon which they were charged, nor go to the testator's heirs.—*Simmons v. Pitt*, L. R. 8 Ch. 978.

See DEVISE, 2 ; LEGACY, 1, 6, 9 ; POWER.

APPROPRIATION.—See BILLS AND NOTES.

ARBITRATION.

1. The plaintiff company contracted to build a railway between certain termini, and the defendant company contracted to maintain said railway, and carry thereon all traffic arising between said termini. And the plaintiff and defendant agreed that all differences between them should be settled by a standing arbitrator to be named by them, in January yearly. The plaintiff built said road, and the defendant carried traffic arising between said termini upon its own lines of railway and not over the plaintiff's railway. No arbitrator was appointed. The plaintiff filed a bill praying an injunction to restrain the defendants from carrying traffic arising between said termini over other than their own railway. *Held*, that the court had jurisdiction, and that the injunction should be granted.—*Wolverhampton & Walsall Railway Co. v. London & North-western Railway Co.*, L. R. 16 Eq. 433.

2. Declaration, that the defendant had agreed to keep on certain manors such a number only of hares and rabbits as would do no injury to trees upon the manor ; yet that the defendant did not keep such a number, &c. Plea, that one of the terms of the

agreement was, that if such injury was done the defendant would pay a reasonable compensation for the same, to be determined by two arbitrators or an umpire, and that no arbitrators had been appointed. Demurrer, *Held*, that the plea was a good one. There was no liability until an award was made.—*Dawson v. Fitzgerald*, L. R. 9 Ex. 7.

See CONTRACT, 1.

ARTICLES.—See CORPORATION.

ASSENT.—See LEGACY, 9.

BANKRUPTCY.

1. G. owed money to N., who threatened proceedings for the recovery of his debt. G. stated to N. that he had no money, but that he had some oil, and that if N. could induce a certain firm to buy it he would pay N.'s debt out of the proceeds. N. stated the whole matter to said firm, who agreed to buy the oil of G. At this time G. had no oil, but a few days after he contracted for the purchase of oil from W., and the oil was delivered to said firm at G.'s request. G. never paid W. for the oil, and had no expectation of being able to do so when he ordered it. Said firm paid to N. the amount of his debt at G.'s request. G. became bankrupt. A jury found that said oil, being substantially the whole of G.'s property, was transferred by him when insolvent and not under pressure, with intent to give N. a fraudulent preference. The court thereupon held that the transfer was an act of bankruptcy and a fraudulent preference. On appeal, *Held*, that on the evidence the purchase of said oil was a *bond fide* transaction, and that N. was a payee in good faith and for a valuable consideration ; and that there was no act of bankruptcy and no fraudulent preference.—*Ex parte Norton*. *In re Gollen*, L. R. 16 Eq. 397.

2. A. and B., partners, who had borrowed money of their father for the use of the partnership, covenanted, jointly and severally, that when requested by their father, or by a trustee, they would pay said money to trustee, who was to hold in trust for the father for life, remainder to A. and B. as tenants in common ; and in the mean time A. and B. covenanted to pay interest upon said money. A. and B. became bankrupt. *Held*, that said trustee had a claim provable against both the separate and partnership estates of A. and B. in bankruptcy, which was not subject to deduction on account of the reversionary interest of A. and B.—*Ex parte Stone*. *In re Welch*. L. R. 8 Ch. 914.

3. In 1866 the C. company, which was indebted to P., agreed to transfer to three other companies its whole undertaking, and the companies agreed to give the contract for constructing the C. railway to P. or his nominee. In 1867 P. executed an inspectorship deed surrendering his effects, and it was provided that he should receive his discharge as soon as all his effects should be assigned to the inspectors. In 1871 P., in consideration of a certain sum of money, nominated a certain firm as contractors to build said railway.